

RESOLUTION AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF PRELIMINARY LOAN NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,305,000.00, THE EXECUTION OF REQUISITION AGREEMENT NO. 2, AND THE EXECUTION AND DELIVERY OF PROJECT TEMPORARY LOAN NOTE NO. 2, IN CONNECTION WITH PROJECT NO. U.R. MASS. 2-3.

WHEREAS, Boston Redevelopment Authority (herein called the "Local Public Agency") has entered into a contract dated as of the 29th day of January, 1958, numbered Contract No. UR Mass. 2-3 (LG), (which, together with any supplements thereto or amendments, modifications or waivers of any provisions thereof, is herein called the "Loan and Grant Contract"), with the United States of America (herein called the "Government") acting by and through the Housing and Home Finance Administrator, providing, in part, for a Project Temporary Loan by the Government to the Local Public Agency under Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949) in an amount outstanding at any one time not to exceed \$11,242,424.00 to aid the Local Public Agency in its undertaking and carrying out of a certain slum clearance and urban redevelopment project (herein called the "Project") designated Project No. UR Mass. 2-3 and which is more fully identified in the Loan and Grant Contract; and

WHEREAS, the Government has agreed, pursuant to Requisition Agreement No. 1 with the Local Public Agency dated as of the 2nd day of July, 1958 (herein called the "Outstanding Requisition Agreement"), to make a payment on account of said Project Temporary Loan on the 23rd day of January, 1959, which Project Temporary Loan payment has been pledged for the payment of the principal of and interest upon the Preliminary Loan Notes (First Series A) of the Local Public Agency which mature on the 23rd day of January, 1959, and are herein called the "Outstanding Preliminary Loan Notes"; and

WHEREAS, pursuant to advertisement for the receipt of proposals for the purchase of the Second Series of Preliminary Loan Notes (herein sometimes called "New Preliminary Loan Notes") of the Local Public Agency aggregating \$5,305,000.00, which appeared in a Notice of Sale published in the December 9, 1958, issues of the Boston Herald & Boston Traveler in the City of Boston, and in the December 9 issue of the Daily Bond Buyer in the City of New York, proposals for the purchase of said New Preliminary Loan Notes in the form approved by the Local Public Agency were received, opened, and canvassed at the time and place mentioned in said advertisement, to wit: At 73 Tremont Street in the City of Boston, Massachusetts, at one o'clock, p.m., E.S.T., December 23, 1958, which proposals are as follows:

<u>Name of Bidder</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Premium</u>
Rockland Atlas National Bank of Boston	1.62	\$ 250,000	\$ 0
Guaranty Trust Co. of New York & National Shawmut Bank of Boston	1.73	5,305,000	95
Chase Manhattan Bank of N.Y. and Rockland Atlas National Bank of Boston	1.84	5,305,000	69
First National City Bank of New York	1.79	3,000,000	8
Salomon Bros. & Hutzler	1.82	3,000,000	53
	1.83	2,305,000	41
C. J. Devine Co. of Boston	1.75	500,000	6
	1.79	2,000,000	45
	1.84	2,805,000	59
Chemical Corn Exchange Bank, Bank of America NT&SA and Second Bank State Street Trust Company of Boston	1.87	5,305,000	11

and

WHEREAS, the interest cost at which the Local Public Agency can sell the New Preliminary Loan Notes is substantially lower than the interest rate which the Government is required to charge the Local Public Agency under the terms of the Loan and Grant Contract, and the Government is desirous of cooperating with the Local Public Agency in its endeavor to sell said New Preliminary Loan Notes in order to reduce carrying charges and other costs of the Project.

BE IT RESOLVED BY Boston Redevelopment Authority AS FOLLOWS:

Section 1. The aforesaid publication of the Notice of Sale and the form and contents thereof as so published, are hereby, in all respects, approved, ratified and confirmed.

Section 2. In order to provide funds to defray expenses incurred or to be incurred in the Local Public Agency's undertaking and carrying out of the Project, or to retire, refund, renew or extend its outstanding notes issued in connection therewith, the Local Public Agency hereby determines to borrow the sum of Five Million Three Hundred Five Thousand Dollars (\$5,305,000.00) and issue its negotiable New Preliminary Loan Notes therefor in aggregate principal amount equal to said sum.

Section 3. The Local Public Agency hereby ratifies and approves the form of the proposal hereinafter in this Section 3 enumerated, for the purchase of the designated principal amount of the New Preliminary Loan Notes, which proposal the Local Public Agency hereby determines will provide the lowest interest cost and is therefore hereby accepted, and said New Preliminary Loan Notes are hereby awarded to said purchaser, as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Purchaser</u>
\$ 250,000	1.62	Rockland Atlas National Bank of Boston
5,055,000	1.73	Guaranty Trust Co. of New York and National Shawmut Bank of Boston

Section 4. Each such note shall be dated the 20th day of January, 1959; shall be designated "Preliminary Loan Note"; shall be payable, as to both principal and interest, to bearer, on the

24th day of July, 1959; and, pursuant to the proposal for the purchase of said notes, hereinabove accepted, shall bear the rate of interest per annum, payable at maturity, shall bear the numbers, be in the denominations, and be payable as to both principal and interest at the bank or trust company as follows:

<u>Purchaser</u>	<u>Number</u>	<u>Denominations</u>	<u>Interest Rate</u>	<u>Payable at</u>
Rockland Atlas National Bank	87 thru 91	\$ 50,000	1.62	same
Guaranty Trust Co. of New York & National Shawmut Bank of Boston	92 " 126 127 " 146 147 " 156 157 " 176 177 " 197	100,000 50,000 25,000 10,000 5,000	1.73	Guaranty Trust Co. of N. Y.

None of the New Preliminary Loan Notes shall be valid until after the bank or trust company at which it is payable shall have signed the agreement, appearing on each such note, to act as paying agent thereof. Each of the New Preliminary Loan Notes shall be signed in the name of the Local Public Agency by the Chairman of the Local Public Agency and shall have the corporate seal of the Local Public Agency impressed thereon and attested by the Secretary thereof, and said officers are hereby authorized and directed to cause said notes to be properly executed.

Section 5. Each of the New Preliminary Loan Notes shall be issued in substantially the form of the note hereto attached and marked Exhibit "A".

Section 6. The Agreement entitled "Requisition Agreement No. 2" (herein sometimes called the "New Requisition Agreement"), which has been executed by the officers of the Local Public Agency, and has been presented to and read before the meeting, and the execution thereof, are hereby fully ratified, confirmed, and approved. Said New Requisition Agreement, when executed by the Government, is hereby declared to be and is hereby assigned by the Local Public Agency for the benefit of the holder or holders from time to time of the New Preliminary Loan Notes, and the proceeds of the Project Temporary Loan Note executed pursuant to Section 7 hereof are hereby irrevocably pledged first, to the payment, at maturity, of the principal of and interest on the New Preliminary Loan Notes issued pursuant to this Resolution.

Section 7. The Chairman and Secretary of the Local Public Agency are hereby authorized and directed to prepare and execute the Project Temporary Loan Note described in the New Requisition Agreement (the issuance of which has heretofore been authorized by a Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF CERTAIN PROJECT TEMPORARY LOAN NOTES IN CONNECTION WITH PROJECT NO. UR MASS. 2-3 AND PROVIDING FOR THE SECURITY FOR THE PAYMENT THEREOF, AND FOR OTHER PURPOSES", duly adopted by the Local Public Agency on the 24th day of January, 1958), in the principal amount of Five Million Three Hundred Seventy Two Thousand Dollars (\$5,372,000.00). Said note shall be designated "Project Temporary Loan Note"; shall be numbered Number 2; shall be dated the 20th day of January, 1959; shall bear interest from the date of the acceptance of the Local Public Agency's delivery thereof and the payment therefor by the Government; shall bear a statement at the foot thereof in substantially the following form:

"Delivery of this note was accepted and payment therefor made on the _____ day of _____, 19____, in accordance with Paragraph 2 of Requisition Agreement No. 2.

UNITED STATES OF AMERICA
Housing and Home Finance Administrator

By _____

(Title) _____";

and shall not be valid until said statement is duly executed on behalf of the Government. Said Project Temporary Loan Note shall be delivered by the Executive Director of the Local Public Agency to the Government to be held and paid for by the Government in accordance with the terms and conditions contained in said New Requisition Agreement.

Section 8. The proceeds derived from the sale of the New Preliminary Loan Notes, together with such amount of other appropriate funds of the Local Public Agency as may be necessary, shall be applied, simultaneously with the receipt of said proceeds, as follows:

First: To the payment and discharge of the principal of and interest on the following Project Temporary Loan Notes of the Local Public Agency issued pursuant to the Loan and Grant Contract and held or to be held by the Government for its own use and benefit on the date of the New Preliminary Loan Notes herein authorized:

<u>No.</u>	<u>Date</u>	<u>Principal Amount</u>
none outstanding		

Second: Pursuant to the provisions of the Outstanding Requisition Agreement, the following amount shall be paid to the paying agent named below, for the sole and only purpose of paying the principal of and interest to maturity upon the designated Series of Outstanding Preliminary Loan Notes of the Local Public Agency:

<u>Amount</u>	<u>Paying Agent</u>	<u>Series</u>
\$200,628.33	Rockland Atlas National Bank	First Series A
2,008,558.33	Hanover Bank	First Series A
3,118,455.00	Chase Manhattan Bank	" " "

Any balance of such proceeds shall be deposited in the appropriate account or fund established pursuant to the Loan and Grant Contract and shall be used only in accordance with the provisions of the Loan and Grant Contract.

Section 9. The Chairman is hereby authorized and directed to send immediately a letter to each paying agent for the New Preliminary Loan Notes in substantially the form of the letter hereto attached and marked Exhibit "B" and to transmit; (1) the New Preliminary Loan Notes to said paying agent for delivery and payment in accordance with the

terms of said letter; (2) \$ None of funds of the Local Public Agency to the Administrator, Housing and Home Finance Agency, Washington, D.C., to be applied against the payment of the principal of and interest to the date of payment on the Project Temporary Loan Notes described in Section 8 hereof; and (3) funds of the Local Public Agency to the paying agent of the designated Series of Outstanding Preliminary Loan Notes, to be applied against the payment of the principal of and interest to maturity on such Series of Outstanding Preliminary Loan Notes, as follows:

<u>Amount</u>	<u>Paying Agent</u>	<u>Series</u>
\$22,551.14	Chase Manhattan Bank	FIRST SERIES A

Section 10. This Resolution shall take effect immediately.